Registered No. M.—1175.

The Mysore Gazette.

Vol. 65.] PUBLISHED BY AUTHORITY. [No. 5.

BANGALORE, THURSDAY, JANUARY 30, 1930.

PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

Government Lac Factory, Bangalore.

The public and the consuming Departments of Government are hereby informed that the Forest Department manufactures for sale at its Factory located in Fort, Bangalore City (Sandal Koti Premises) the following articles :—

I (1) Lac polish for polishing furniture and all wood-work not directly exposed to sun and rain—high quality.		Rs. 3 8 0	per Imperial gallon (Container extra.)
(2) Sagade Polish specially for light-coloured woods		Rs. 6 0 0	
II Sealing-wax—high grade		Rs. 2 0 0	per lb.
III Button lac for use in :—			
(1) Lacquerware	1st quality	Rs. 2 0 0	,,
(2) Pyro-technics (coloured matches).	2nd ,,	Rs. 1 12 0	,,
(3) French-polish, etc.			
IV Washed Lac	1st ,,	Rs. 1 8 0	,,
	2nd ,,	Rs. 1 4 0	,,
V Methanol chemically pure—(for polish, spirit lamps, lighting stove, etc.)		Rs. 2 0 0	per Imperial gallon.

VI There is also available for sale Lac-dye Liquors—an excellent red dye for silks and wools—bleached lac, lacquerware sticks, lac wax, lac dust for dyeing silks and wools, etc.

Quick-drying "Shellac Varnishes" for varnishing Electric casings, etc., will be manufactured to order.

For further particulars and samples, please apply to the Officer-in-charge, Government Lac Factory, or to the undersigned.

Telegrams—"Lac" Bangalore.

B. V. RAMIENGAR,
Chief Conservator of Forests.

KADUR FOREST DIVISION.

Abstract Notification dated 5th January 1930.

Attention of the public is invited to the tender notification calling for tenders for the purchase of timber in the coupes of several State Forests of this Division, published in pages 59 and 60, Part VI of the *Mysore Gazette*, dated 16 January 1930.

S. VENKATAVARADIENGAR,
District Forest Officer.

BHADRAVATI DIVISION.

SALE OF TIMBER TRADE.

Notification dated 22nd January 1930.

It is hereby notified for general information that the right to cut and remove the teak timber trees in the undermentioned coupes of the State Forests in the Bhadravati Division for the period from the date of confirmation to the 30th June 1930, will be sold by public auction by the District Forest Officer or any other officer deputed by him on the dates and places and subject to the conditions mentioned below :—

The sale will commence at 2 P.M., precisely, on each day, if it is not concluded on the same day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 500 and below, and of the Conservator of Forests in other cases.

Name of Sub-Division	Name of Range	Name of Forest	Name of coupe or lot	Number of trees in each coupe	Sub-Coupe number, if any	Area in acres and approximate quantity of each sub-coupe		Place of sale	Date of sale	Remarks
						Acres.	Rs.			
Shimoga West	Chandragutti	Tadasa Thirthahalli Forest	Gummanakatte	Coupe No. 1 of 2845	1	80	1,000	Range Forest Office, Chandragutti	17th February 1930	The coupe is situated near Kaparahalli on the Kukkarawalli-Thirthahalli State Forest road and adjacent to the road bifurcating to Gummanakatte and Hosahalli. The coupe is at a distance of 12 miles from Bhadravati and 18 miles from Shimoga. No cane. Railway station, Bhadravati.
					2	90	1,125			
					3	80	1,000			
					4	80	1,000			
					5	80	1,000			
					6	80	1,000			
					7	80	1,000			
					8	80	1,000			
					9	80	1,000			
					10	80	1,000			
					Total	800	10,000			

Note.—It is hereby made clear that the contractor shall make his own arrangements for the removal of timber from the coupes and that the Forest Department will not undertake any responsibility in the matter of opening of roads, etc.

2. Each bidder shall before he is permitted to bid be required to furnish a solvency certificate as under the Tungadi Sale Rules and deposit a sum of Rs. 100 (rupees one hundred only) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid, for any which, the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The standing timber except those reserved by the department will be sold either by cubic foot, *i.e.*, the bidders will have to bid at so much per cubic foot of timber) or for a lumpsum amount for the whole coupe.

5. Power is reserved to the District Forest Officer or such other officer conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale the person whose bid is accepted, shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked on the department at the risk as noted in clause (2) *supra*. "Interest at 6 per cent per annum will be charged on all arrears of lease amount if permitted to be paid after due date, but before expiry." He will be liable for the loss, if any, that may result by resale which will be recovered from him as an arrear of land revenue, but not participate in any gain. The security deposit or the balance thereof if any remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself.—

(*a*) That he shall fell and remove the timber purchased by him before the 15th June 1930.

(*b*) That he shall make the fellings of the trees in consecutive order from one side coppicing the stumps at not more than 6" from the ground leaving the standard trees, marked on the area intact along with all the trees less than one foot in girth, trees yielding Minor Forest Produce and all trees, shrubs and thorny growths that are coming up within a radius of six feet from the sandal trees saplings.

(*c*) That if any standard trees or other trees and saplings to be preserved on the area are cut, he shall pay a fine not exceeding Rs. 10 per tree, care should be taken to fell so as not to cause damage to the surrounding growth.

(*d*) That no timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*e*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*f*) That he shall abide by the rules of the department as regards the kindling of the fire and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*g*) That he shall not effect any forest operation in the Forest after sunset and before sunrise.

(*h*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*i*) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes, after 30th June 1930.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of timber from each of them and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as noted in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

C. H. EAGLES,
District Forest Officer.

SAGAR FOREST DIVISION.

SALE OF TIMBER.

Notification dated 25th January 1930.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following sale depots and jungle depots by the District Forest Officer, on the dates noted against each :—

Name of depot	Date of sale	Teak	Nandi	Matti	Honne	Devadari	Hebbhalsu	Other Kinds	Remarks
1 Chovadi ..	17th February 1930, Monday.	2,000	500	800	600	Hunal 200	..	200	
2 Shikarpur ..	19th February 1930, Wednesday.	2,000	..	..	..	..	..	..	
3 Siralkoppa ..	20th February 1930, Thursday.	250	2,000	100	250	Devadari 1,550	500	2,000	
4 Anavatti ..	22nd February 1930, Saturday.	1,000	..	..	..	..	..	..	
5 Shaktunavalli ..	24th February 1930, Monday.	1,500	..	..	..	..	..	..	
6 Sagar ..	10th March 1930, Monday.	..	1,000	200	500	..	1,500	200	More or less
7 Jog Frontier Depot	12th March 1930, Wednesday.	..	500	..	..	..	..	200 Surhonne 300	
8 Navalli Frontier Depot.	18th March 1930, Tuesday.	..	800	..	..	Hunal 500	..	200	

N.B.—The sale will be continued on the morning of the next day in case, if it is not possible to complete it on the date notified.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

1) In the case of purchasers of timber in small quantities, full value thereof, will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchaser.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales in which the amount exceeds Rs. 1,000 in each case, are subject to the confirmation of the Conservator and in other cases, to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay ten per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss. He shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 73 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of recovery for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer, nor she should wait until the amount still due from him which will be recovered as arrears of Land Revenue.

6. The deposits tendered by unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being logged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of receipt of the confirmation of the sale, whichever is less. In case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the value in instalments of not less than Rs. 1,000, provided the full value is paid not later than the 15th May 1930. The money shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the 15th May 1930, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for, shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the Depot unless a permit is obtained from the Forest Officer in charge of the Depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged on all belated payments at 9 per cent from the date of their falling due up to the date of payment.

B. MADHAVA RAO,
District Forest Officer.